

Swain, J.

UNITED STATE DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK----- X  
EXCESS LINE ASSOCIATION OF NEW  
YORK,

Plaintiff,

-against-

THE HANOVER INSURANCE COMPANY  
AND MASSACHUSETTS BAY  
INSURANCE COMPANY,Defendants.  
----- X

NO. 14 CV 8345 (LTS)(GWG)

**STIPULATION AND  
ORDER OF DISMISSAL**

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: _____ DATE FILED: 3-11-2015
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WHEREAS, on January 16, 2015, the Court entered an Order of Dismissal with prejudice of this action, but without prejudice to its restoration if a settlement was not achieved within forty-five (45) days;

WHEREAS, the parties subsequently reached a settlement and have executed a Settlement Agreement dated as of February 19, 2015;

WHEREAS, the parties' settlement contemplates a dismissal of this action without prejudice;

WHEREAS, by letter dated February 5, 2015, Plaintiff's counsel requested that the Court vacate the January 16, 2015 Order so that an order of dismissal without prejudice could be entered in its place;

WHEREAS, by Order dated February 6, 2015, the Court indicated that the parties "may submit a settlement stipulation that includes a provision vacating the 'with prejudice' dismissal provision of the prior order";

WHEREAS, this action will be dismissed, without prejudice;

WHEREAS, the parties wish to have the Court retain jurisdiction in this matter for purposes of enforcing the Settlement Agreement, an executed copy of which is annexed hereto at Exhibit 1;

WHEREAS, by letter dated March 2, 2015, Plaintiff's counsel requested a fourteen (14) day extension of the time set by the January 16, 2015, Order within which the parties may finalize the settlement (the "Extension Application"); and

WHEREAS, by Order dated March 4, 2015, the Court granted the Extension Application;

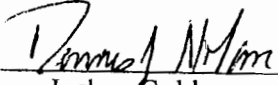
IT IS HEREBY STIPULATED AND AGREED by the undersigned parties that:

1. This action is dismissed, pursuant to Fed. R. Civ. P. 41(a)(1), without prejudice and without costs to either party;
2. The "with prejudice" dismissal provision of the Court's January 16, 2015 Order is hereby vacated;
3. The Court shall retain jurisdiction in this matter for purposes of enforcing the parties' February 19, 2015 Settlement Agreement, annexed hereto as Exhibit 1; and
4. This Stipulation may be executed in counterparts.

Dated: New York, New York  
March <sup>10</sup>, 2015

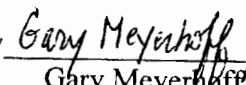
ANDERSON KILL P.C.

By:

  
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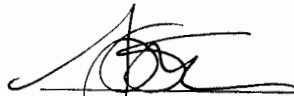
By

 / *dji (by authorization)*  
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*Attorneys for Defendants*

SO ORDERED:

Date: New York, New York  
March 11, 2015

  
LAURA TAYLOR SWAIN  
United States District Judge

*LM*